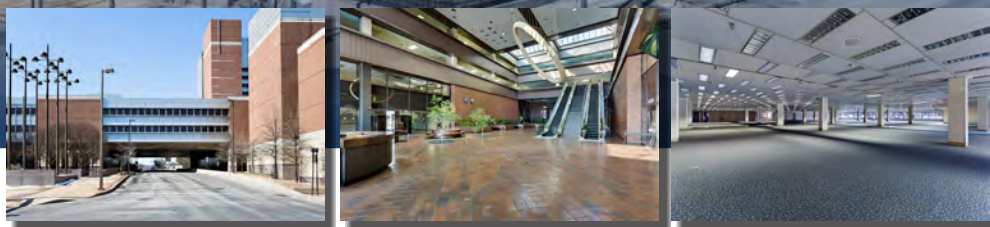




U.S. General Services Administration  
Southeast Sunbelt Region



*A Baltimore Community  
Development Opportunity*

## INVITATION FOR BID

U.S. General Services Administration Announces the Sale of the  
**Metro West in Baltimore, MD**  
300 N. Greene Street Baltimore, MD

- 1.1 million GSF, 11 acres situated on two city blocks
- Northwest edge of Central Business District, along MLK Jr Blvd Corridor
- Adjacent to University of Maryland
- 410 garage & 108 surface parking spaces
- Zoned B-5-1 Central Commercial District

**Online Auction Begins June 2015**  
[www.RealEstateSales.gov](http://www.RealEstateSales.gov)





Dear Interested Party:

It is my pleasure to formally announce the anticipated sale of the Metro West Facility located at 300 N. Greene Street in Baltimore, MD. It is a 1.1 million gross square foot facility that was constructed in 1980. The facility sits on nearly 11 acres of land in Baltimore's West Side section.

The facility includes two buildings connected by a two-story wing. The North Building consists of a two-level basement, a four-story office building and an additional tower with eight floors of office space and two floors of penthouse and mechanical space. The South Building is a five-story office building above a two-level parking deck. The Metro West Facility features ample parking with 518 spaces.

There are a number of tax credits and financing opportunities that may be available for the redevelopment of this property. GSA will continue its partnership with a comprehensive stakeholder group by way of the Metro West Advisory Board to explore opportunities for development.

The Invitation for Bid package is yet another important step to returning this sizable property back into productive private use and onto the local tax rolls of Baltimore City. The federal government's role, as directed by Congress, authorizes GSA to offer the surplus property through an open and competitive bidding process. GSA is offering the property through an online auction, which will run during the summer of 2015.

I look forward to your participation in this public sale.

Sincerely,

A handwritten signature in blue ink, reading "Sara Manzano-Diaz", written in a cursive style.

Sara Manzano-Diaz  
Regional Administrator, Mid-Atlantic Region







## INTRODUCTION



*A Baltimore Community  
Development Opportunity*

## METRO WEST BALTIMORE, MARYLAND

300 N. Greene Street, Baltimore, MD 21202

The U.S. General Services Administration (GSA) is pleased to announce the sale of the former SSA Metro West Facility. Located on the northwestern edge of the Baltimore central business district (CBD) at 300 N. Greene Street, occupying approximately 11 acres, this complex offers an opportunity to captivate an important link between west Baltimore and downtown. The large multi-parcel tract lends itself to endless redevelopment possibilities as a new economic anchor for the west quadrant of town.

The property is situated in the Westside neighborhood of Baltimore, adjacent to historic residential neighborhoods of Mount Vernon and Seton Hill; University Center, the academic, research, and institution center of the University of Maryland (UMB), University of Maryland Medical System (UMMS), University of Maryland BioPark and Baltimore VA Medical Center; and the Central Business District.

Constructed in 1980 for the purposes of housing SSA's Teleservices and Disability and Earnings and Wages Divisions, Metro West is configured as two separate structures – the North and South Buildings – linked by a two-story connecting wing that spans across West Mulberry Street. The facility's main entrance is located on Greene Street, and features a four-story atrium lobby into the South Building. Secondary entrances are located on the south side of each building.

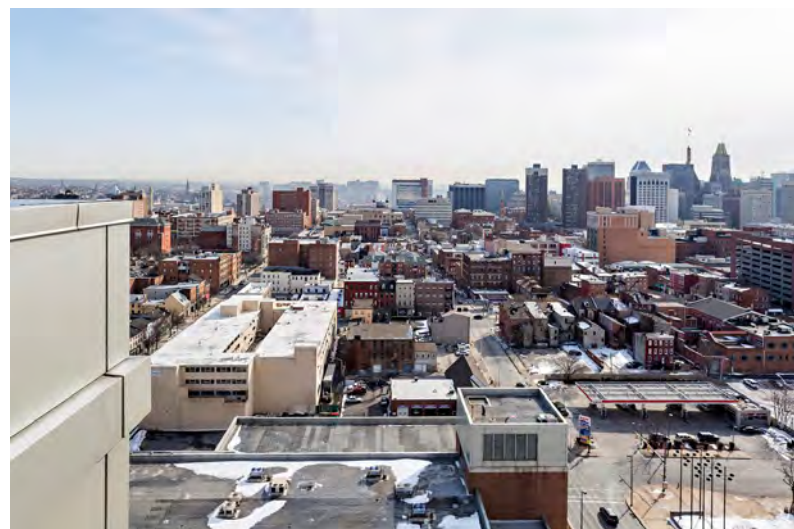
The South Building has five office floors over two levels of basement garage space. A tunnel under Mulberry Street connects the garage with the North Building. The North Building has four office levels over a two-level basement containing the loading docks and mailing facilities. There is also an eight-story tower over the main office levels, plus a two-level mechanical penthouse.

The Metro West facility features 410 garage parking spaces and surface parking for 108 cars. The facility sits on 10.77 acres of

land, which is zoned as B-5-1 for Central Commercial District.

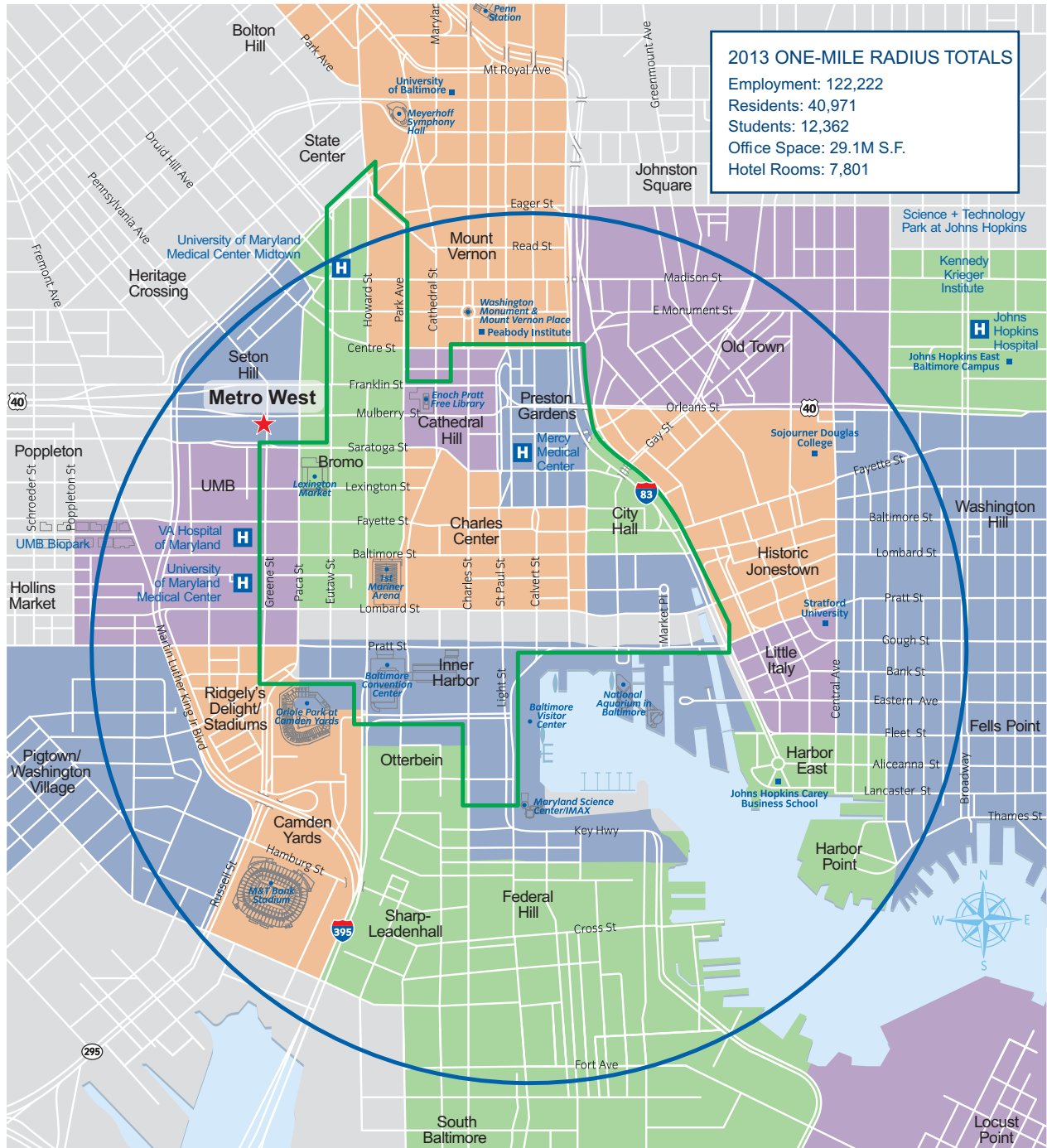
The overall construction of the building is most similar to Class B office space in the local market. The building takes up a two block area and is bounded by W. Franklin Street to the north, W. Saratoga Street to the south, N. Greene Street to the east and Martin Luther King Jr. Boulevard to the west.

The 1,085,741 gross square foot facility will be offered for sale by GSA through a competitive online public auction as detailed in the Invitation for Bids (IFB). We welcome your participation in this unique opportunity to revive a vital quadrant of the City.



# DOWNTOWN@ A GLANCE

## ONE-MILE RADIUS MAP



- Downtown Management District
- One-Mile Radius from Pratt & Light Intersection





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## DEMOGRAPHIC DATA

	Regional Planning District		Metro West*
	Metro Center	West Baltimore	
Population	19,108	53,993	73,101
Housing Units	13,340	31,206	44,546
Occupied Housing	11,205	20,953	32,158
Percent Occupied Housing	84.0%	67.1%	72.2%
Median Household Income	\$38,182	\$24,994	\$31,588
Workers	92,141	11,143	103,284
Workers Living in Area	2,082	550	2,632
Daytime Population	109,167	64,586	173,753

Source: U.S. Census Bureau (ACS); LEHD

Total land area of Metro West (sq. mi)	1.697	3.002	4.699
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*\*Metro West demographics area is comprised of the Metro Center and West Baltimore Regional Planning Districts, organized by Census Tracts.*

*Source: Baltimore Development Corporation*

## BUSINESS AND FINANCING ASSISTANCE

A number of business assistance tools are available to prospective developers to facilitate projects that meet the City's and the community's vision for the redevelopment of the property. These considerations greatly enhance the economic feasibility of redevelopment. Potential purchasers are also encouraged to research other available Federal and state assistance programs and tax credits.

It is the prospective developers' responsibility to confirm eligibility requirements for all incentive/tax credit programs.

### HIGH-PERFORMANCE MARKET-RATE RENTAL HOUSING TAX CREDIT (HPTC)

High-Performance Market Rate Rental Housing Tax Credit provides a credit against the tax imposed on the increased value of real property due to improvements that were made to the property immediately before the occupancy permit is issued. The credit begins at 100% of the tax imposed on the value in the first year of eligibility and decreases to 20% in years thirteen (13) to fifteen (15). Property owners qualify for the tax credit by constructing or converting fifty (50) or more new, high-performance, market-rate housing units. For further information, contact Baltimore City Department of Finance, Bureau of Budget and Management Research at (410) 396-5944.

### ENTERPRISE ZONE TAX CREDIT

The subject property is located in the Enterprise Zone and may be eligible for the Enterprise Zone tax credit, which provides incentives to companies that make a capital investment within the city's designated Enterprise Zone. The program includes a real property tax credit for the incremental property taxes created by a project and an employee tax credit for employees hired while the business is located in the Enterprise Zone. In addition, specific areas within the Enterprise Zone are also eligible for personal property tax credits. For additional information, contact Baltimore Development Corporation at (410) 837-9305 or visit [www.BaltimoreDevelopment.com](http://www.BaltimoreDevelopment.com).

### ONE MARYLAND TAX CREDIT PROGRAM

Businesses that invest in an economic development project in a "qualified distressed county" may qualify for project tax credits of up to \$5 million and start-up tax credits of up to \$500,000. One Maryland Tax Incentive Program offers tax credits and/or a refund of withholding taxes to qualifying companies that can create 25 net-new full-time positions in a 24-month period. For additional information contact Maryland Department of Business and Economic Development, Tax Incentive Group at (410) 767-6438 or (410) 767-4980.







# AUCTION SUMMARY



*A Baltimore Community  
Development Opportunity*

**U.S. General Services Administration  
Invitation for Bids  
SALE OF GOVERNMENT REAL PROPERTY**

## METRO WEST

**Sale/Lot Number: 4-G-MD-0624  
IFB Number: PEACH415019001**

This Property is located at 300 N. Greene Street, Baltimore, MD. The Property contains approximately 10.77 acres and is improved with two buildings connected by a two-story sky bridge of approximately 1,085,741 +/- gross square feet.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

## AUCTION SUMMARY

Sale Type: <b>Online Auction</b>
Start Date: <b>June 30, 2015 at 2:00 p.m. (EST)</b>
End Date: <b>August 18, 2015 at 2:00 p.m. (EST)</b>
Starting Bid: <b>\$10,000,000</b>
Registration Deposit: <b>\$100,000</b>
Bid Increment: <b>\$150,000</b>

## SALES INFORMATION

**Vitaliya Dashevskaya**  
(404) 331-2721  
[vitaliya.dashevskaya@gsa.gov](mailto:vitaliya.dashevskaya@gsa.gov)

## ONLINE AUCTION

**RealEstateSales.gov**  
Register and submit your bid

## ONLINE AUCTION ASSISTANCE

**Vitaliya Dashevskaya**  
(404) 331-2721  
[vitaliya.dashevskaya@gsa.gov](mailto:vitaliya.dashevskaya@gsa.gov)

## SEND BID FORM & REGISTRATION DEPOSIT:

U.S. General Services Administration  
Real Property Utilization and Disposal (4PZ)  
77 Forsyth Street, Suite 130  
Atlanta, GA 30303  
Attn: Vitaliya Dashevskaya  
Fax: (404) 331-2727

## PROPERTY DISPOSAL WEB PAGE

**<http://PropertyDisposal.gsa.gov>**  
Click on Maryland to view and download Property Sales information or visit [www.gsa.gov/metrowest](http://www.gsa.gov/metrowest)

## PROPERTY TOURS:

Tours available upon request.

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# PROPERTY DESCRIPTION



METRO WEST  
BALTIMORE, MD

*A Baltimore Community  
Development Opportunity*



## PROPERTY DESCRIPTION

### 1. LOCATION AND SETTING

Metro West is located in the northwest fringe of the central business district (CBD) of Baltimore, MD, an area known as the West Side. The perimeter of the facility is bounded by Franklin Street to the north, Martin Luther King Boulevard to the west, Saratoga Street to the south, and Greene Street to the east. Mulberry Street runs underneath a sky bridge that connects the two buildings of the facility, the North and South towers.

### 2. SALE PARCEL DESCRIPTION

The Metro West facility was built for the purpose of housing the Social Security Administration (SSA). The property sits on 10.77 acres of land and fully occupies two city blocks and is zoned as B-5-1 for Central Commercial District. The facility comprises of approximately 1,085,741 GSF, 899,892 RSF and 829,410 USF along with 410 garage parking spaces and surface parking for 108 cars. Constructed in 1980, the property is configured as two separate structures – the North and South Buildings – linked by a two-story connecting wing that spans across Mulberry Street and contains a cafeteria. The South Building has five office floors above two floors of basement parking, while the North Building includes a two-level basement, a four-story office building and an additional tower with eight floors of office space and two floors of penthouse and mechanical area. The floor plates of the North and South buildings are approximately 22,000 SF and 110,000 SF, respectively. The building's main entrance is located on Greene Street, and features a four-story atrium lobby into the South Building. Secondary entrances are located on the south side of each building. The first floor of the South Building also houses a childcare center.

### 3. DRIVING DIRECTIONS

From BWI airport, traveling on I-195 W, take exit 2A for Maryland 295 N/Balt/Wash Pkwy toward Baltimore. Merge onto MD-295 N and stay on it for 7.9 miles. Turn left onto Franklin Street. Take the first left onto Greene Street. Destination will be on the right.

### 4. LEGAL DESCRIPTION

All that lot or parcel of ground situate in Baltimore City, State of Maryland and Being more particularly as follows:

All that land situate in the City of Baltimore, State of Maryland, known and designated as Lots Nos. 11 and 26, Orchard-Biddle NDP (MD A-1) and described as follows:

#### ITEM NO. 1 DESCRIPTION OF LOT NO. 11

Beginning for the same at the point formed by the intersection of the west side of N. Greene Street, as now laid out 66 feet wide, and

the north side of W. Saratoga Street, as now laid out 66 feet wide, and running thence binding on the north side of said W. Saratoga Street, South 86 degrees 50 minutes 00 seconds West 984.70 feet to intersect the east side of proposed City Boulevard; thence binding on the east side of proposed City Boulevard the two following courses and distances; namely, North 05 degrees 13 minutes 41 seconds West 143.20 feet and by a line curving to the right with a radius of 2223.83 feet the distance of 112.96 feet which arc is subtended by a chord bearing North 03 degrees 46 minutes 21.5 seconds West 112.95 feet to intersect the south side of W. Mulberry Street, as now laid out; thence binding on the south side of said W. Mulberry Street, North 86 degrees 50 minutes 00 seconds East 524.20 feet to the south right of way line of Interstate Route No. 170 eastbound roadway as shown on the final subdivision plan of the Department of Housing and Community Development Orchard Biddle Neighborhood Development Program recorded among the Land Records of Baltimore City as Plat No. RHB 2514; thence binding on said south right of way line of Interstate Route No. 170 eastbound roadway the six following courses and distances: namely North 87 degrees 02 minutes 31 seconds East 188.55 feet, South 00 degrees 57 minutes 08 seconds East 4.69 feet, North 88 degrees 08 minutes 08 seconds East 156.83 feet, North 01 degree 51 minutes 52 seconds West 5.00 feet, North 88 degrees 08 minutes 08 seconds East 110.21 feet and South 46 degrees 51 minutes 52 seconds East 22.56 feet to intersect the west side of the aforesaid N. Greene Street, and thence binding on the west side of said N. Greene Street, South 02 degrees 08 minutes 10 seconds East 233.33 feet, to the place of beginning.

Containing 251,803.53 square feet or 5.7806 acres of land, more or less.

#### ITEM NO. 2 DESCRIPTION OF A UTILITY EASEMENT WITHIN LOT NO. 11

Beginning for the same at a point on the north side of W. Saratoga Street, said point being distant South 86 degrees 50 minutes 00 seconds West 179.35 feet from the intersection formed by the west side of N. Greene Street and north side of W. Saratoga Street South 86 degrees 50 minutes 00 seconds West 46.00 feet; thence for a new line of division through Lot No. 11 North 02 degrees 35 minutes 28 seconds West 249.42 feet to intersect the South right of way line of through highway Interstate Route No. 170 eastbound roadway; thence binding on the south right of way line of through highway of said Interstate Route No. 170 North 88 degrees 08 minutes 08 seconds East 46.00 feet thence for a new line of division through Lot No. 11 South 02 degrees 35 minutes 28 seconds East 248.38 feet to the place of beginning.

#### ITEM NO. 3 DESCRIPTION OF LOT NO. 26

Beginning for the same at the point formed by the intersection of the west side of N. Green Street, as now laid out 66 feet wide, and the south right of way line of Interstate Route No. 170 westbound roadway as shown on the final subdivision plan of the Department of Housing and Community Development Orchard-Biddle





## PROPERTY DESCRIPTION



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Neighborhood Development Program recorded among the Land Records of Baltimore City as Plat No. RHB 2514 and running thence binding on the west side of said N. Greene Street, South 02 degrees 53 minutes 00 seconds East 311.40 feet to the north right of way line of through highway of Interstate Route No. 170 eastbound roadway, as shown on said final subdivision plan; thence binding on the north right of way line of through highway of said Interstate Route No. 170 eastbound roadway the six following courses and distances; namely, South 88 degrees 08 minutes 08 seconds West 356.35 feet, by a line curving to the right with a radius of 1085.76 feet the distance of 70.01 feet which arc is subtended by a chord bearing North 84 degrees 50 minutes 50 seconds West 70.00 feet, by a line curving to the right with a radius of 7633.85 feet the distance of 89.02 feet which arc is subtended by a chord bearing North 82 degrees 39 minutes 57.5 seconds West 89.02 feet, North 82 degrees 19 minutes 55 seconds West 161.94 feet, by a line curving to the left with a radius of 1168.91 feet the distance of 205.62 feet which arc is subtended by the chord bearing North 87 degrees 22 minutes 08 seconds West 205.26 feet and South 87 degrees 35 minutes 39 seconds West 4.89 feet to the east side of proposed City Boulevard; thence binding on the east side of said proposed City Boulevard North 02 degrees 24 minutes 21 seconds West 139.00 feet to the south right of way of through highway of said Interstate Route No. 170 westbound roadway; thence binding on the south right of way line of through highway of said Interstate Route No. 170 westbound roadway the five following courses and distances; namely, North 87 degrees 35 minutes 39 seconds East 4.89 feet, by a line curving to the left with a radius of 841.51 feet the distance of 192.44 feet which arc is subtended by a chord bearing North 81 degrees 02 minutes 34 seconds East 192.02 feet, North 74 degrees 29 minutes 29 seconds East 150.11 feet, by a line curving to the right with a radius of 1504.89 feet the distance of 176.62 feet which arc is subtended by a chord bearing North 77 degrees 51 minutes 13 seconds East 176.52 feet and North 84 degrees 59 minutes 27 seconds East 127.31 feet and thence binding on the south right of way line of said Interstate Route No. 170 westbound roadway the two following courses and distances; namely North 85 degrees 40 minutes 08 seconds East 60.72 feet and North 86 degrees 02 minutes 15 seconds East 176.03 feet to the place of beginning.

Containing 217,451.24 square feet or 4.9920 acres of land, more or less.

### ITEM NO. 4. DESCRIPTION OF A UTILITY EASEMENT WITHIN LOT NO. 26

Beginning for the same at a point on the north right of way line of through highway Interstate Route No. 170 eastbound roadway, said point being distant South 88 degrees 08 minutes 08 seconds West 182.84 feet from the intersection formed by the west side of N. Greene Street and the north right of way line of through highway of said Interstate Route No. 170 eastbound roadway; and running thence binding on the north right of way line of through highway of said Interstate Route No. 170 eastbound roadway South 88 degrees 08 minutes 08 seconds West 46.00 feet; thence for a new line of division through Lot No. 26 North 02 degrees 35 minutes

28 seconds West 302.72 feet to intersect the south right of way line of Interstate Route No. 170 westbound roadway; thence binding on last said line North 85 degrees 40 minutes 08 seconds East 46.02 feet; thence for a new line of division through Lot No. 26 South 02 degrees 35 minutes 28 seconds East 304.71 feet to the place of beginning.

### ITEM NO. 5. DESCRIPTION OF A WATER LINE EASEMENT WITHIN LOT NO. 26

Beginning for the same at a point on the north right of way line of through highway Interstate Route No. 170 eastbound roadway, as shown on the final subdivision plan of the Department of Housing and Community Development Orchard-Biddle Neighborhood Development Program recorded among the Land Records of Baltimore City as Plat No. RHB 2514, distant South 88 degrees 08 minutes 08 seconds West 27.77 feet, measured along the north right of way line of through highway of said Interstate Route No. 170 eastbound roadway from the west side of N. Greene Street, as now laid out 66 feet wide, and running thence binding on the north right of way line of through highway of said Interstate Route No. 170 eastbound lane, South 88 degrees 08 minutes 08 seconds West 293.01 feet and thence for new lines of division through Lot 26, as shown on said final subdivision plan, the five following courses and distances: namely, North 48 degrees 17 minutes 08 seconds East 12.46 feet, North 85 degrees 14 minutes 36 seconds East 78.65 feet, South 88 degrees 05 minutes 43 seconds East 60.18 feet, North 88 degrees 08 minutes 08 seconds East 134.84 feet and South 53 degrees 12 minutes 16 seconds East 12.81 feet to the place of beginning.

BEGINNING for the same at a corner formed by the intersection of the south side of East Lombard Street and the west side of Frederick Street at the beginning of parcel of land conveyed by Johns Hopkins Hospital to The United States of America by a deed dated July 15, 1932 and recorded in the Land Records of Baltimore City in Liber SCL 5312 Folio 564. Said point also lies South 86° 58' 54" West 49.49 feet from a cross cut found also referenced on a plat entitled Final Subdivision Plan Lockwood Place Subdivision recorded in the Plat Records of Baltimore City in Liber F.M.C. 3745. Said Point of beginning also bears coordinates referenced to the Baltimore City Datum of South 3572.2653 and East 2157.5442. Thence, from the point of beginning and binding on the west side of Frederick Street as now surveyed;

(1) South 03° 53' 30" East 100.00 feet to intersect north side Warehouse Alley and lying, North 03° 53' 30" West 20.00 feet from a magnetized nail found. Thence binding on lot 3 as shown on a plat entitled Final Subdivision Plan Lockwood Place Subdivision recorded in the Plat Records of Baltimore City in Liber F.M.C. 3745 and binding on the north side of Warehouse Alley,

(2) South 86° 58' 30" West 168.76 feet to intersect the east side of South Gay Street and at the end of the first course of a parcel of land conveyed by John Spears Smith to The United States of America by a deed dated June 10, 1833 recorded in the Land

# PROPERTY DESCRIPTION



METRO WEST  
BALTIMORE, MD

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Records of Baltimore County in Liber TK 228 Folio 250. Thence, binding on the east side of South Gay Street and reversely on the first course of TK 228, Folio 250,

(3) North 03° 33' 50" West 100.00 feet to intersect the south side of East Lombard Street.(also formerly known as Waterford Street) Thence binding on East Lombard Street and reversely on the fourth course of TK 228, Folio 250 and on the fourth course of SCL 5312 Folio 564;

(4) North 86° 58' 39" East 168.19 feet to the point of beginning hereof. CONTAINING 0.3867 acre (16,846 square feet) of land, more or less.

BEING parts of the following tracts or parcels of land conveyed to the United States of America, combined;

(1) by Johns Hopkins Hospital to The United States of America by a deed dated July 15, 1932 and recorded in the Land Records of Baltimore City in Liber SCL 5312 Folio 564.

(2) by John Spears Smith to The United States of America by a deed dated June 10, 1833 recorded in the Land Records of Baltimore County in Liber TK 228 Folio 250.

## 5. TAX PARCEL ID

APN: Section 03, Block 574, Lots 01& 02  
City of Baltimore, Maryland

## 6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The property to be conveyed is subject to easements and reservations contained in Agreement dated April 28, 1976 and recorded among the Land Records of Baltimore City in Liber RHB 3341, folio 83 between Mayor and City Council of Baltimore and the United States of America.

Easements and reservations contained in Deed dated May 7, 1976 and recorded among the Land Records of Baltimore City in Liber RHB 3344, folio 847 between Mayor and City Council of Baltimore and the United States of America.

Right-of-Way Easement dated July 9, 1986 and recorded among the Land Records of Baltimore City in Liber SEB 952, folio 473 between the United States of America and the Chesapeake and Potomac Telephone Company of Maryland.

Forty-six foot (46') easement shown on the plat entitled "Amendment Orchard Biddle Neighborhood Development Program Final Subdivision Plan" and recorded among the Land Records of Baltimore City as Plat No. RHB 2514.

## 7. UTILITIES & SERVICE PROVIDERS

All typical public utilities are available to the Property, including water, sewer, electrical, gas and telephone. Procurement of utility

service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

<b>Gas and Electric:</b>	Baltimore Gas & Electric	1-800-265-6177
<b>Water and Sewer:</b>	City of Baltimore	410-396-3441
<b>Chilled Water and Steam:</b>	Veolia Baltimore	410-649-2200

## 8. BUILDING DATA

The Metro West facility is steel framed with concrete and metal deck floors. The building envelope is comprised of three basic systems: paneled brick veneer on steel stud back-up system, window facade system, and brick facade below the window facade. The interiors primarily consist of suspended ceilings, gypsum board partitions and a combination of carpet tile and vinyl composition tile (VCT) flooring. The building is divided into thirteen cores which incorporate bathrooms, HVAC duct shafts, elevators, escalators, equipment rooms, egress stairs, etc. The finished ceiling height is mostly 9 feet throughout the building and the slab-to-slab height ranges from 12-13 feet.

There is a fully-automatic sprinkler protection throughout the building with the exception of select electrical equipment areas. It is a wet pipe circulating closed-loop system, which uses the chilled water return piping from the HVAC system as sprinkler risers, mains, and branch lines. It has a fire alarm system with voice-type audible notification with the main panel located in the Emergency Control Center on the ground floor level of the atrium.

Heating and cooling for the building is provided through district chilled water and steam systems. The main portions of the building are conditioned by ceiling mounted fan coil units provided with outside ventilation air through dedicated outside air handling units with desiccant dehumidification systems. Special use spaces such as the main lobby, child care center, dining area, and other portions of the link between the north and south buildings are served by independent dedicated air handling units.

The existing electrical system is distributed from multiple stacked electrical closets on each floor. Each electrical closet accommodates 480/277 volt, 3 phase, 4 wire panels, 480-208/120 volt step down dry type transformers and 208/120 volt, 3 phase, 4 wire panels. The existing receptacle branch circuit wires are routed through the wire troughs and wire management system below 208/120 volt panels to the existing under-floor duct system. Supplemental UPS panel/circuits are provided in the electrical closets. There is an 8,000 gallon diesel fuel tank dedicated to support the North and South Buildings life safety loads.

Phase I Environmental Site Assessment was conducted in July 2010 and did not identify any recognized environmental conditions (REC) that warrant additional investigation. A copy of the report can be provided upon request and is available on <http://PropertyDisposal.gsa.gov> and [RealEstateSales.gov](http://RealEstateSales.gov).





# GENERAL TERMS OF SALE



METRO WEST  
BALTIMORE, MD

*A Baltimore Community  
Development Opportunity*

## GENERAL TERMS OF SALE

### 1. DEFINITIONS

#### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notice and Covenants; and Bidder Registration and Bid Form for Purchase of Government Real Property and Buyer's Broker Participation Registration Form. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

#### b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

#### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale. GSA has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

#### d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

#### e. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

#### f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

#### g. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the inactivity period at RealEstateSales.gov.

#### h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum bid increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

#### i. AUTOMATIC BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to the bidder's specified limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

#### j. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### k. BACK-UP BIDDER

The term "Back-up Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### l. EARNEST MONEY

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

#### m. WEBSITE

The GSA Auctions® website, [GSAuctions.gov](https://www.gsauctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://www.realestatesales.gov). Additional information can also be found at [PropertyDisposal.gsa.gov](https://www.propertydisposal.gsa.gov).



# GENERAL TERMS OF SALE



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## n. BROKER/BROKERAGE

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a Finder's Fee, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 18 contained herein. The "brokerage" is the business entity of the broker representing the Bidder(s). A broker must be an agent and cannot be a party to the contract to receive a Finder's Fee.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

Inspections available upon request. Check website for updates. No one will be allowed access to the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

## 4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

## 5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The

Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

An "As Is, Where Is" provision will be included in the Quitclaim Deed and is provided in the Notices and Covenants section.

## 6. ZONING

Zoning is governed by the City of Baltimore. The Property is zoned B-5-1, Central Commercial District. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

Floodplain Map Panel Number 24008887-111d; 9/30/98, Floodplain Designation, Zone X.

For more information contact:

City of Baltimore Planning Department  
Alex Hoffman  
(410) 396-PLAN (7526)  
[Alexandra.Hoffman@BaltimoreCity.gov](mailto:Alexandra.Hoffman@BaltimoreCity.gov)

## 7. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

## 8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be

# GENERAL TERMS OF SALE



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assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## 9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

## 10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

## 11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will,

however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## 12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## 13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

## 14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## 15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.



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## 16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## 17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## 18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes

and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration  
Real Property Utilization and Disposal (4PZ)  
Attn: Vitaliya Dashevskaya  
77 Forsyth Street, Suite 130  
Atlanta, GA 30303

## 19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

## 20. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

# INSTRUCTIONS TO BIDDERS



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## INSTRUCTIONS TO BIDDERS

### 1. AUCTION START DATE

The auction opens on **Tuesday, June 30, 2015 at 2:00 p.m. (EST)**.

### 2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close is set for August 18, 2015 at 2:00 p.m. (EST). The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

### 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

### 4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the current bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

### 5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff can not assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the

Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <http://gsaauctions.gov/html/help/index.html>.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of

please continue on next page



# INSTRUCTIONS TO BIDDERS



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\$100,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check or certified check. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (4PZ)  
Attn: Vitaliya Dashevskaya  
77 Forsyth Street, Suite 130  
Atlanta, GA 30303

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

## 6. BIDDING IN GENERAL

- a. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and Password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions Terms and Conditions.

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (404) 331-5133. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

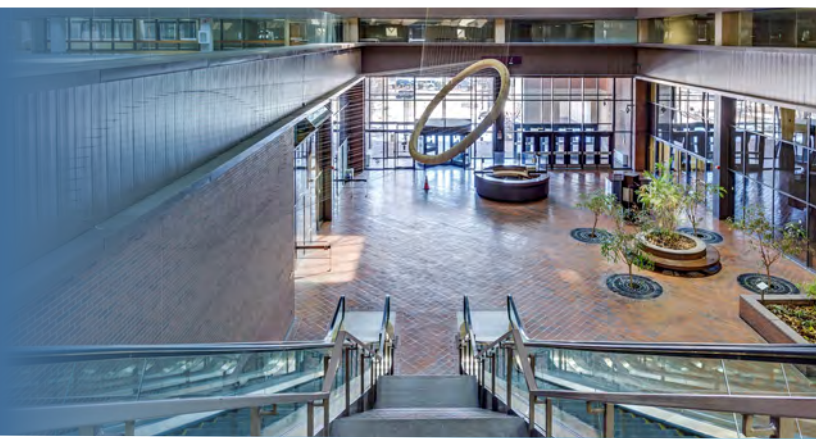
An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price, if set. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to

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other bidders until it is reached through competitive bidding. You may increase or decrease your automatic bid amount but it must be greater than the current bid amount plus the bid increment. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated bid increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.

## 9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- Receipt of a garbled or incomplete bid.
- Availability or condition of the sending or receiving electronic equipment.
- Incompatibility between the sending and receiving equipment and software.
- Malfunctioning of any network, computer hardware or software.
- Delay in transmission or receipt of a bid.
- Failure of bidder to properly identify the bid.

- Security of bid data.
- Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at (404) 331-5133 or (404) 331-2721 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions® to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

## 10. AUCTION CLOSE

The auction is scheduled to close on August 18, 2015. The Government will set a bid interval or "challenge" period for bids. The time remaining countdown clock announces the time left to bid. The high bid must survive the bid interval without challenge, usually within 24 hours of the auction close time, to win. If the high bid on the announced date and time survives the full bid interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the high bidder.

If an increased bid is received within the time remaining and the bid interval is 24 hours, then bidding will be held over for an additional bid interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full bid interval period unchallenged. Bid intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For bid intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the bid interval at any time prior to the close of the auction.** Bidder agrees that notices of



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changes to the sale are satisfactory when made available on the website at RealEstateSales.gov.

## 11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## 12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

## 13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## 14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the

auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and registration deposits will be returned to bidders without interest or further obligation by the Government.

## 15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, which when added to the registration deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the registration deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## 16. REFUND OF REGISTRATION DEPOSITS

Registration deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided registration deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund.

Registration deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Back-up Bidder. All other registration deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

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## 17. BACK-UP BIDDER

The second-highest bidder will be the back-up bidder. The back-up bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in General Terms, Paragraph 15, Continuing Offers, if: 1) the original high bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original high bidder fails to provide the required 10% of the purchase price as Earnest Money. The bidder identified as the back-up bidder agrees that their bid remains a bona fide offer with which their registration deposit may be retained without interest, until the high bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the continuing offer period as discussed in General Terms of Sale on Paragraph 15 Continuing Offers, the bidder identified as the back-up bidder agrees and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such refund may be held accountable as provided in General Terms of Sale Paragraph 9 Revocation of Bid and Default. When the back-up bidder is converted to the high bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The registration deposit of the back-up bidder will be returned as described in Paragraph 16, Refund of Registration Deposits, if the Back-up Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or back-up bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

## 18. BROKER PARTICIPATION

Subject to terms and conditions herein, the successful Purchaser of the Property will pay the sum of Fifty Thousand Dollars (\$50,000) (the "Finder's Fee") from the proceeds of the sale to the properly licensed real estate broker or agent whose client is the successful Purchaser of the property. The Finder's Fee is earned only upon closing and delivery to the Government of the total contract purchase price in the form of two payments: one for \$50,000, payable to the broker that the Government determines is the properly registered broker and one for the purchase price less the Finder's Fee, payable to the U. S. General Services Administration. The Government will have no obligation to offset the purchase price by the Finder's Fee if the Bidder/Purchaser is a real estate broker, agent, or salesperson, or if the Bidder is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the Purchaser as an agent or the Government determines that the Broker or Purchaser/Bidder has not complied with terms of this provision. In such case, the full

purchase price will be due to the Government.

Brokers are required to obtain a "Buyer's Representation Agreement" or similar binding agreement with their client/Bidder per terms of the Buyer's Broker Participation Registration Form. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest any aspect of the Finder's Fee as determined by the Government.

In order to be entitled to the Finder's Fee:

1. The Bidder and broker/agent must jointly complete the Buyer's Broker Participation Registration Form in full.
2. The Bidder must submit the Bidder Registration and Bid Form for Purchase of Government Real Property, Registration Deposit and the Buyer's Broker Participation Registration Form via fax at (404) 331-2727 or mail to: U.S. General Services Administration, Real Property Utilization & Disposal Division (-4PZ), 77 Forsyth Street, Suite 130, Atlanta, GA 30303. Broker forms arriving without their client's first Bid Form will not be honored. All required forms sent anywhere other than the above address and fax number will not be honored. No Finder's Fee will be considered if the Buyer Broker Participation Registration Form is not submitted by the Bidder at the time of registration.
3. The broker/agent must assist the registration of the client for the auction and encourage bidding.
4. The broker/agent must abide by the terms of the Invitation for Bids and the Buyer's Broker Participation Registration Form.

## 19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at [PropertyDisposal.gsa.gov](http://PropertyDisposal.gsa.gov) or [RealEstateSales.gov](http://RealEstateSales.gov).

## 20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

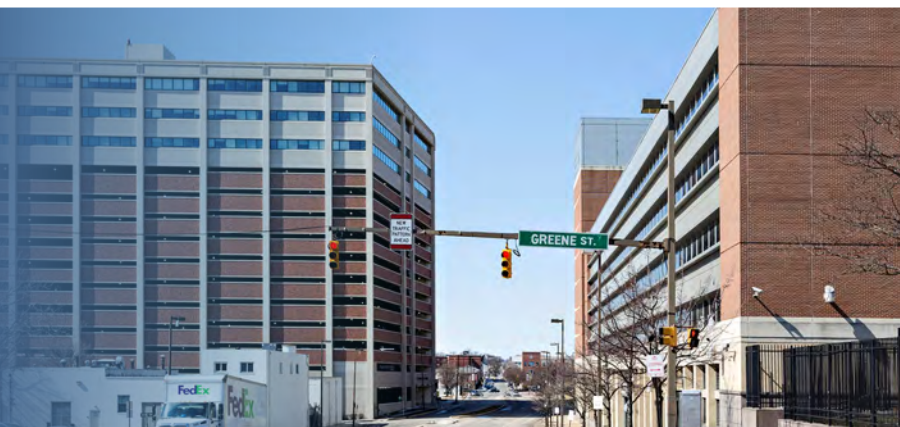


# NOTICES AND COVENANTS



METRO WEST  
BALTIMORE, MD

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## NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

### HAZARDOUS SUBSTANCE NOTIFICATION

a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1. This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
  - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
- 2. In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the

Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

### ASBESTOS-CONTAINING MATERIALS (ACM)

a. Bidders are warned that the Property contains asbestos-containing materials (ACM). Non-friable asbestos in the form of black floor tile mastic and ceramic tile grout are present throughout the building. More specific information concerning the location and condition of ACM is contained in the Asbestos Re-Inspection Report, prepared by Reginald E. Jarvis Jr. This report is available online at <http://PropertyDisposal.gsa.gov> or [www.RealEstateSales.gov](http://www.RealEstateSales.gov) hyperlink "Asbestos Survey Report". Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.



# NOTICES AND COVENANTS



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b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

c. No warranties either expressed or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

## **AS-IS, WHERE-IS PROVISION**

a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an "as is, where is", with all faults basis, without warranty, expressed or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's

representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. Except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

c. Nothing in this "as is, where is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA covenant or any other statutory obligations.

## **COASTAL ZONE MANAGEMENT ACT (CZMA)**

The property is located in the CZMA area and may be subject to other requirements. Bidders are encouraged to contact Maryland Department of Natural Resources at (410) 260-8732.

## **DOCUMENT BOX**

At such time as the building is demolished, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Service, Washington, DC.



# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Metro West  
300 North Greene Street  
Baltimore, MD 21201  
IFB Number: PEACH415019001  
REGISTRATION DEPOSIT: \$100,000.00  
4-G-MD-0624

USERNAME: \_\_\_\_\_  
(as established at RealEstateSales.gov)

## Bidder Information: Please print or type legibly.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_@\_\_\_\_\_

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 13, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual \_\_\_\_\_  
☐ A partnership consisting of \_\_\_\_\_  
☐ A limited liability partnership consisting of \_\_\_\_\_  
☐ A corporation, incorporated in the State of \_\_\_\_\_  
☐ A limited liability company \_\_\_\_\_  
☐ A trustee, acting for \_\_\_\_\_  
☐ Other \_\_\_\_\_

## Registration Deposit (check one):

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**

TIN or SS# \_\_\_\_\_ (please provide to expedite refund)

## Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. PEACH415019001 including the Property Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [RealEstateSales.gov](http://RealEstateSales.gov). In the event that bidder becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the registration deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Send Registration Form with Registration Deposit to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (4PZ)  
77 Forysth Street, Suite 130, Atlanta, GA 30303  
Attn: Vitaliya Dashevskaya

FAX: (404) 331-2727

# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Metro West  
300 N. Greene Street  
Baltimore, MD 21201**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER  
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE  
CORPORATION/ORGANIZATION).**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is

within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager/Secretary)

Print name: \_\_\_\_\_

(Corporate Seal Here, if applicable)

## BUYER'S BROKER PARTICIPATION REGISTRATION FORM

METRO WEST  
300 N. Greene Street  
Baltimore, MD 21201

PEACH415019001  
**4-G-MD-0624**

BROKER/AGENT: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

AGENT LICENSE #: \_\_\_\_\_ BROKER NUMBER LIC. #: \_\_\_\_\_

TAX IDENTIFICATION NUMBER: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_

### Client (Buyer/Bidder) Information

CLIENT \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME PH: \_\_\_\_\_ OFFICE PH: \_\_\_\_\_ MOBILE PH: \_\_\_\_\_

### Broker/Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for Finder's Fee.
3. Only the first Bidder Registration of a prospective Bidder will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such Finder's Fee.
5. The broker will be paid a Finder's Fee only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker may not receive a Finder's Fee without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will not discount the sales price by the Finder's Fee if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
7. The broker cannot participate in the auction and receive any Finder's Fee in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
9. The broker is not a subagent of Government, has no agreement(s) with the Government, and represents his or her client (buyer/bidder) as an agent.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has read, understood and complied with the terms stated in the Invitation for Bids.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Finder's Fee shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. Finder's Fee is prohibited if the buyer is a real estate broker, agent, or salesperson, or is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the buyer as an agent.

BUYER/BIDDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

BROKER/AGENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_





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Online Auction Begins **June 2015**  
[www.RealEstateSales.gov](http://www.RealEstateSales.gov)

U.S. General Services Administration, Real Property Utilization and Disposal, Atlanta, GA 30303